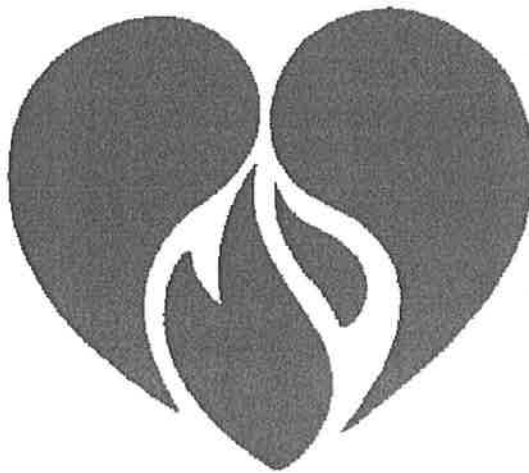


AGREEMENT

Between

**Health Professionals and Allied  
Employees  
*AFT/AFL-CIO***



AND

**Essex Valley Visiting Nurse Association/  
Visiting Nurse Association Health Group**

November 1, 2013 – October 31, 2015

## AGREEMENT

This agreement is made and entered into this First day of November 2013 by and between the Essex Valley Visiting Nurse Association (EVVNA), a non-profit corporation of the State of New Jersey and an affiliate of VNA Health Group, (herein after referred to as the "Employer") and the Health Professionals and Allied Employees, AFT/AFL-CIO, (herein after referred to as the "Union").

### ARTICLE 1 UNION RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative pursuant to the certification of the National Labor Relations Board (22-RC-11984) for the following bargaining unit:

All full-time and regular part-time (including per diem) Registered Nurses and Licensed Practical Nurses employed by the Employer at its operations whose office is currently in Essex County, New Jersey, but excluding all office clerical employees, managerial employees, confidential employees, guards, and supervisors as defined in the Act, and all other employees.

Bargaining Unit employees shall not be required to perform duties normally performed by non-Bargaining Unit employees, but may volunteer provided they are qualified for such assignment. The employer agrees that during the term of this Agreement, it shall not assert or challenge the supervisor or non-supervisory status, as defined in Section 2 (11) of the National Labor Relations Act, of any bargaining unit employees.

The bargaining unit employees (including Level 3 Nurses) shall not have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees or responsibly to direct them, or to adjust their grievances or effectively recommend such actions or to exercise independent judgment in any such regard unless the exercise of the foregoing is routine or clerical in nature.

The foregoing shall not preclude bargaining unit nurses from performing any duties, which they are presently performing.

- 1.2 In the event that the employer establishes a new job classification which falls within the scope of the "recognition clause," the employer shall notify the Union in writing of such new job classification and shall bargain with the union regarding the new job classification's terms and conditions of employment.
- 1.3 In the event of an acquisition of the Employer or a merger of the Employer with another entity, the Employer agrees to notify and meet with the Union at least forty-five (45) calendar days prior to discuss the impact of such a merger and/or acquisition on bargaining unit employees.

## ARTICLE 2

## UNION STATUS/RIGHTS

### 2.1 Information to the Union

- a. The Employer shall on February 1<sup>st</sup> and July 1<sup>st</sup> of each year provide the Union, in writing a complete list of bargaining unit employees. Such list shall include name, social security number, address, department, status, classification, and shift.
- b. On a monthly basis, the Employer shall provide the Union, in writing, a list of any new bargaining unit employee hired by the Employer. Such list shall include name, social security number, address, date of hire, department, status, classification, and shift.
- c. On a quarterly basis, the Employer shall notify the Union, in writing, of changes in name, address, department, status, classification and shift of current bargaining unit employees. The Employer shall also provide a list of all employees who have terminated employment and whether the termination was voluntary or involuntary.

### 2.2 Union Communication

- a. The Union shall provide a locked mailbox for the exclusive use of the Union to be maintained in the cubical or office of the member of the Union.
- b. Upon reasonable notice, the Employer agrees to provide the Union with meeting space for Union meetings provided such space is available.

### 2.3 Rights of Union Representatives and Officers

- a. The Union will notify the Employer in writing of the employees selected to be Union Representatives and Officers. The Union will notify the Employer in writing of changes in the list of Representatives and Officers.
- b. The Employer agrees that Union Representatives and Officers shall have all rights as provided by the National Labor Relations Act.

### 2.4 Union Days/Union Leave of Absence

- a. The Union shall be provided ten (10) days without pay to conduct Union business each contract year. The Local Union President shall have the right to designate the Union Officers and/or Representatives who shall receive such days. The Union will notify the Employer in a timely manner of the individuals so designated and the date (s) of their unpaid union days.
- b. Leaves of absence without pay for up to six (6) months shall be granted to Union Officers who gain employment with the Union, with rights to request from the employer an additional six (6) months. Upon expiration of the leave, the employee shall be entitled to return to his or her former position if available or a comparable position if available, or if no position is available the returning employee will be offered the first subsequent position to become available within six (6) months of the expiration of such leave with no loss of seniority.

## 2.5 Union Activity, Visitation and Bulletin Boards

- a. No Employee shall engage in any Union activity including the distribution of literature or electronic means of communication which interferes with the performance of work during his/her working time or in working areas of the Employer including the homes of patients at any time, except as provided in this Article.
- b. A staff representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. Where the Union Staff representative finds it necessary to enter the Facility and/or a department of the Employer for this purpose, he/she shall first obtain permission, which shall not be unreasonably denied, from the Executive Director or his/her designee. A Union representative intending to go to a department other than the one he/she represents shall also obtain permission, which shall not be unreasonably denied, from the person in charge. No visits shall interfere with the operations of the Employer.
- c. The Employer shall provide one (1) locked bulletin board, which shall be used for the purpose of posting proper Union notices. Said bulletin board shall be placed conspicuously and in a place readily accessible to union members in the course of employment. All notices shall be related to Union business only. If a posting is judged to be derogatory or defamatory by the Employer a Union Representative will be notified and the posting removed. The employer may retain a key to the bulletin board which shall only be used to remove defamatory or derogatory material and in the event they access the bulletin board, the Employer shall as soon as possible after the removal notify the local union president.
- d. Promptly after employee's first day of orientation at the Essex County location for a new employee, the local representative will provide a copy of the Agreement to new employees and be provided a time and place to meet with the new employee. The local representative and the newly hired employees will be provided fifteen (15) minutes for this meeting, excluding travel time. Employer will notify the Local President or his/her designee of the time and location of orientation meetings.

## ARTICLE 3

### UNION SECURITY & DUES DEDUCTION

- 3.1 To the extent not inconsistent with the law, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing with respect to the tendering of regularly scheduled dues or fees uniformly applied. Those who are not members on the effective date of this Agreement (except for probationary employees) shall, to the extent not inconsistent with the law, on the thirtieth (30) calendar day following the effective date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement who are hired, rehired, reinstated or transferred into the bargaining unit, shall, to the extent not inconsistent with the law, become a member of the Union within the thirtieth

(30<sup>TH</sup>) calendar day following the beginning of such employment and remain members in good standing in the Union. Where the effective date of the Agreement is made retroactive, the execution date shall be substituted for the effective date.

The failure of any employee to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect, and providing that the Union membership was available on the same terms available to other members, to discharge such person.

Further, failure of any person to maintain his/her membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

- 3.2 The Employer shall deduct from the pay of each bargaining unit employee who is or thereafter becomes a member of the Union all membership dues upon the submission from the Union to the Employer of proper payroll authorization cards voluntarily executed by the employees from whom the membership dues are to be checked off.
- 3.3 Upon ratification of this agreement the Union shall certify the amount of membership dues or fees for service to be deducted from each employee's pay, whether in the form of initiation fees, periodic monthly dues, or authorized assessments, in writing by an authorized Union official. The Union shall notify the Employer promptly of any changes in the amount of membership dues or fee for service.
- 3.4 The Union shall indemnify the Employer and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that arise out of, or by reason of, action taken or not taken for the purpose of complying with any of the provisions of this Article.
- 3.5 Membership dues and fees deducted shall be forwarded to the Union on or about the fifteenth (15) day of each month. The Employer shall list the names, hours worked, gross pay and the amount of dues or fees for service deducted from each employee. The Employer will provide the union with such information by printed or electronic format.

#### **ARTICLE 4**

#### **LABOR-MANAGEMENT COMMITTEE**

- 4.1 The Union and Employer agree to the creation of a Labor-Management Committee. There shall be three (3) representatives selected by the Union and three (3) representatives selected by the Employer. The HPAE State President, or his/her designee, and the CEO of VNAHG, or his/her designee, shall serve as ex-officio members of the committee.
- 4.2 The Committee shall initially meet bi-monthly. Upon request of either party, meetings on the alternating months will be scheduled. Employees, if working, shall be released with pay in order to attend meeting.
- 4.3 This Committee shall function completely separate from and independent of all grievance procedures under this Agreement and these meetings shall not be considered negotiating sessions.

## ARTICLE 5

## MANAGEMENT RIGHTS

- 5.1 Accept as modified by this agreement, the Employer has and retains every right and prerogative of management, and that the management of the business and operations of the Employer and the direction of its working forces are vested exclusively in the Employer.
- 5.2. The listing of the following specific rights is not intended to be nor shall it be restrictive of, or a waiver of, any of the rights of the Employer not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past. Thus, by way of illustration but not by way of limitation, the following rights shall be solely within the province of the Employer:
- (a) The right to determine what functions and patients will be served by the Employer; the right to determine the times during which the operations of the Employer shall be conducted and to determine the extent of such operations; the right to determine the size and composition of the working force or the cutback thereof; the right to determine the equipment to be utilized in the operations of the Employer, the methods and procedures to be followed in carrying out the Employer's operations; and the practices and procedures for use, care, and maintenance of the Employer's equipment; the right to implement improved operational methods and procedures; and the right to determine the kind and location of facilities.
  - (b) The right to determine the quality of work to be performed by the employees; the right to determine the quantity of the work to be performed; the right to schedule the Employer's business and operations; the right to direct the work force, including the right to hire, transfer, discharge, suspend, layoff, promote (including promotion out of the bargaining unit), demote, or discipline employees, subject to the provisions of this Agreement; the right to determine and change the content and location of the jobs of the employees; the right to determine the work schedule of each employee; and the right to promulgate rules, regulations and personnel policies not specifically covered under this Agreement.
  - (c) The right to control or change the assignment of work of each employee including, but not limited to, the right to determine to whom a particular job shall be assigned and to the location of the home visits to which each Nurse shall be assigned; the right to direct employees; the right to determine job assignment; and the right to determine the materials and equipment used.
  - (d) The right to determine the number and location of the Employer's facilities; the right to maintain order and efficiency; and the right to close down or move part of any or all facilities, functions or operations.
  - (e) The right to make reasonable rules and regulations as the Employer may from time to time deem best for the purpose of maintaining order, health, safety, and/or effective and economic operation of its business, and after advance notice thereof to the Union, to require compliance therewith by the employees, including the right to require each and every employee to observe applicable health and safety rules and instructions adopted or required by the Employer.

5.3. The employer shall notify the Union of changes in policies and practices.

5.4 Nothing in this article shall be deemed as a waiver by the Union of any right it may have to negotiate under this Agreement as required under applicable laws or statutes.

## **ARTICLE 6 CLASSIFICATION OF EMPLOYEES/EMPLOYEE STATUS**

6.1 An employee shall be classified as a) full-time, b) part-time, or c) per diem.

- a. A full-time employee is an employee who is employed on a regular basis to work 37.5 hours per week through scheduled work shifts of 7.5 hours or more per day.
- b. A part-time employee is an employee who is employed on a regular basis to work 22.5 or more hours per week but less than 37.5 hours per week, through scheduled work shifts of 7.5 hours or more per day per day. Unless otherwise specified in this Agreement, eligible part-time employees shall be entitled to receive pro-rata benefits in regard to sick leave, vacation, personal and holidays. Part-time employees hired to work 30 hours or more shall receive full health benefits, all other part-time employees are ineligible for such benefits.
- c. A per diem employee is an employee who works on a day-to-day, as needed, basis and does not fall under the classification of a full- or part-time employee. Per diems receive an hourly rate of pay or per visit rate, but no other benefits except for pension as per Article 29.
- d. A per visit employee will be defined as an employee with a regular case load and set schedule of hours, either part-time or full-time. They are able to request time off in accordance with Article 24.1 (a), but are not eligible for any paid time off. Per visit employees shall be paid at the rates set forth in 28.1 B of this agreement, but will not be entitled to any other benefits except for pension as per Article 29.
- e. The employer shall have the right to create, post, and fill positions for employees who are categorized in any of the above classifications. No employee hired on an hourly basis shall be required to change to a per visit position.
- f. A temporary employee is an employee who is hired on a temporary basis, not to exceed twelve (12) months, to fill a position due to a special project, a vacancy that the employer has been unable to fill on a permanent basis, a leave of absence and/or vacation. VNAHG employees permanently assigned to another VNAHG location shall remain members of that location's bargaining unit for up to twelve months. Such temporary employees shall not be members of the HPAE bargaining unit. HPAE bargaining Unit members shall have preference for all available work time over temporary nurses or nurses from other VNAHG locations. Non-HPAE-bargaining unit employees will not be used to avoid the need to fill or post vacant bargaining unit positions except in instances of a temporary nature.
- g. Employees shall be classified as non-exempt with respect to the Fair Labor Standards Act (FLSA).

## 6.2 Per Diem Scheduling

- a. All communications regarding scheduling of per diems will be with the Clinical Director or designee. No other communications between the employer and the per diem will be binding on either party in regards to scheduling.
- b. For the purpose of advance scheduling, per diems shall submit their availability for the following month by the 15<sup>th</sup> of the previous month. For each date that a per diem makes themselves available, they shall state the specific hours each day that they are available.
- c. The schedule will be posted no later than the 25<sup>th</sup> of the preceding month. Only time for which the per diem made themselves available will be included in the schedule unless the Clinical Director requests a variation from the per diem and the per diem voluntarily changes their availability.
- d. Once the schedule is posted, either the per diem or the Clinical Director may cancel a scheduled shift with as much notice as possible, but as long as 24 hours notice is provided except in cases of unforeseen emergencies. Cancellation of part of a scheduled shift shall only be by mutual agreement. If the employer fails to give notice prior to the close of the business day, the per diem shall be paid for the hours they would have worked as indicated on the posted schedule at their hourly rate as per 6.1c above. In the event that a per diem cancels with less than 24 hours notice due to a non-emergent circumstance (illness of employee and/or employee dependent shall be considered an emergent circumstance for the purposes of cancellation), the employer may cancel the per diem's next scheduled shift.
- e. Per Diems will only be expected to work the hours that they made themselves available for.
- f. For days that per diems are not scheduled on the monthly schedule, the Clinical Director or designated supervisor may call the per diem to ascertain whether the per diem is willing to make such unscheduled visits which the per diem may volunteer to make regardless of whether the per diem had previously listed that day on their monthly availability or not.

6.3 Appointment to a position shall be in writing with the date of hire, salary and any differential stated. The employer will make best efforts to provide a job description for the specific position occupied by the newly appointed staff member prior to or at orientation. Further, at the time of hire or a change in position, each bargaining unit member will be informed in writing of his/her normal workweek and days, travel requirements (if any), and on-call requirements (if any).

6.4 RNs covered by this agreement are strongly encouraged to enroll in a BSN program.

## **ARTICLE 7**

### **PROBATIONARY EMPLOYEES**

7.1 Employees (whose regularly scheduled hours are more than thirty (30) per week) shall serve a ninety (90) calendar days probationary period. A probationary employee shall be covered by this Agreement, provided that such employee may be terminated or otherwise disciplined



at any time during the probationary period, and such decision shall not be subject to the grievance and arbitration procedure of this Agreement.

7.2 At the end of ninety (90) days the employer may, extend the probationary period for an additional time up to thirty (30) days. The employer will notify the Union of its decision to extend probation. The employer will exercise this option in good faith and agrees that such extensions will not become routine. If the probationary period is extended, the employer agrees to meet with the employee for an evaluative conference.

7.3 The probationary period for part-time employees whose regularly scheduled hours are twenty or less per week shall one hundred eighty (180) calendar days. The probationary period for part-time employees whose regularly scheduled hours are between twenty-one (21) and thirty (30) hours per week shall be one hundred-twenty (120) calendar days.

7.4 Upon successful completion of the probationary period, employees shall accrue sick, vacation and personal time retroactive to the first day of employment and may utilize them.

## **ARTICLE 8 SENIORITY**

### **8.1 Definition**

EVVNA seniority shall be defined as the length of the employee's continuous service with the Employer. "Continuous service" shall cover all authorized paid leaves of absence and shall be computed from the employee's last date of hire.

### **8.2 Application**

EVVNA seniority shall be used for purposes of benefit accrual, layoff, personal, vacation, and holiday time off.

### **8.3 Loss of Seniority**

An employee's seniority shall be broken by resignation, dismissal from employment, or retirement. An employee who voluntarily resigns their employment, but returns within nine (9) months, shall have their seniority restored, but shall not have accrued seniority during their absence.

### **8.4 Layoffs/Reduction of Hours**

a. In the event of a layoff or reduction of hours a notice which includes the anticipated length shall be sent to the Union. This notice shall be given as soon as reasonably possible after the Employer decides to affect a layoff. A minimum layoff notice of fourteen (14) calendar days shall be provided to the Union, the affected employees and those who might be affected.

b. At the request of the Union, the Employer will meet with the Union to discuss any matters the Union has concerning the layoff or reduction of hours and to explore alternatives to prevent layoffs.

c. In case of a layoff or reduction in hours, the following procedure shall be applied to affected employees.

(1) The most senior affected employee shall be offered a choice of any comparable vacant position provided she/he is immediately qualified based on the job description for the position and able to perform the job with fourteen (14) days training.

(2) If the employee refuses a vacant comparable (same classification, job title, hours of work, and rate of pay) position, s/he will have the option of being placed in a layoff status, or

(3) The employee may bump the least senior bargaining unit employee within the agency. In order to bump another person within the bargaining unit the employee must be able to perform the job with fourteen (14) days training. A Part Time Employee may bump a less senior Full Time Employee if the Part Time Employee is willing to work Full Time hours.

(4) A laid-off employee is eligible to work as a per diem employee, if such work is available.

(5) If the affected employee chooses not to bump the least senior employee, the employee will have been deemed to waive his/her bumping rights and will be placed on layoff status.

(6) Each affected employee will have three (3) business days from the date of notification of layoff and bumping options in which to advise the Employer whether or not they intend to bump. The Employer will provide the bump list and any other information on the employee's options to the employee and the Union.

#### 8.5 Recall

Employees in a recall status will have first preference for any vacant position for which they have the ability and skills to perform. Employees will be recalled in the reverse order in which they were laid off. If an employee takes a position other than his or her original position, the employee shall have the option of returning to their original position if it becomes available. Recall status shall be for a maximum of twelve (12) months.

## ARTICLE 9

### WORK TIME/HOURS OF WORK

9.1 The normal work week for full time employees, except as otherwise provided in this Agreement and as set forth in job descriptions, shall consist of thirty-seven and one-half (37-1/2) hours within a seven (7) day period. VNAHG shall set the work schedule and hours of work for employees based upon its patient care and operational needs and convenience. Notwithstanding the foregoing, the normal work week for full time employees hired prior to the ratification of this agreement shall be thirty-seven and one-half (37-1/2) hours, Monday – Friday, from 8:30 a.m. to 4:30 p.m.

9.2 The Employer shall be able to create and post positions with work schedules outside of the normal shifts of work (as per 9.1). Such positions may either be hourly or per visit positions. These alternative shifts are:

- (a) Any five (5) shifts at seven and a half (7.5) hours per shift within a seven day period with a weekend and holiday rotation commitment.
- (b) Any four (4) shifts with three (3) shifts at nine and a half hours (9.5) hours per shift and one (1) shift at nine (9) hours per shift within a seven day period with a weekend and holiday rotation commitment.
- (c) Any three (3) shifts at twelve and a half (12.5) hours per shift within a seven day period with a weekend and holiday rotation commitment.

Full time Per Visit Nurses will also be hired into work scheduled options outlined above with a weekend or holiday rotation commitment.

All weekend and holiday commitments are per article 12 of this agreement.

With sixty (60) days notice the employer shall have the right to make temporary changes to an individual employee's regular work hours, provided that such changes shall be limited to twenty (20) days per quarter. Changes with less than sixty (60) days notice to an employee's regular work hours may be made with the consent of the effected employee.

Any employee regularly assigned to work at least one (1) weekend day per week shall be excluded from the weekend rotation.

9.3 There will be a thirty (30) minute unpaid lunch period and one fifteen (15) minute paid rest period provided each work day.

9.4 The workweek shall be consistent at all times with the Employer's payroll practice which currently provides that the workweek commences on Saturday and ends on Friday. If the employer chooses to change the payroll practices, the employer shall notify the Union and the Union shall have the right to bargain the impact of such change.

9.5 Time worked beyond forty (40) hours in one workweek will be paid at time and one half (1-1/2). Only hours worked shall be used to determine overtime pay. To be compensated for overtime, the overtime must first be authorized by the immediate supervisor and appear on the weekly time sheet covering the workweek in which earned. Overtime shall be compensated in money and not in time off. Overtime is voluntary.

## **ARTICLE 10            STAFFING/WORK LOADS**

Patient care at VNAHG is delivered through an interdisciplinary case management model. As such, staff focus is on assisting patients to achieve mutually set goals through care coordination with other disciplines involved and through the provision of the number of visits needed to achieve these objectives. Managers will establish a routine of case conferencing to assist staff to meet case management objectives.

10.1 Caseload size and number of visits per week are used to determine staffing levels so that the employer can maintain quality of care within budget restraints.

- a) No more than 2 Start of Care Visits (SOC) will be assigned a 7.5 hour nurse on a weekday and no more than 3 for 10 hour employees on weekdays. On weekends and holidays no more than 3 Start of Care visits will be assigned a 7.5 hour nurse in a single day and not more than 4 Start of Care visits will be assigned 10 hour nurses.
- b) The above SOC limitation only applies to hourly employees and does not pertain to per diem or per visit employees.
- c) An hourly employee who wished to do more SOC than outlined in 10.1a may do so.
- d) Case managing staff is expected to maintain a productivity of 30 visits per week weighted as follows:

Start of Care (SOC) = 2

Resumption of Care and Recertification = 1.5

Revisits (includes all other in-home visits) = 1

Visit Attempts = 0.25; not to exceed four in one week

10.2 LPNs are expected to complete 35 visits per week and shall be paired with case managing staff to assist in providing routine visits.

10.3 Consideration will be given for patient care needs, travel that exceeds normal expectations, visit attempts, non-visit discharges, transfers and TIFs.

Staff are expected to be available during their scheduled hours to make any unscheduled emergency visits needed.

All assignments shall consider not only time spent in the patient's home but also the time needed for completion of documentation within the scheduled work day.

Each hour spent in a staff meeting or in-service program shall count as a visit.

10.4 The Employer shall continue to provide employees with a cell phone with Bluetooth for work related calls.

## **ARTICLE 11**

## **SCHEDULING & WORK SCHEDULES**

11.1 Preference for all available work time shall be given to bargaining unit employees over nurses supplied through outside agencies.

11.2 The Employer shall post a four (4) week work schedule not less than two (2) weeks in advance of the start of the schedule. Employees may request changes in their schedule and/or days off, and such requests shall not be unreasonably denied. The Employer shall respond to employee requests within three (3) days. Requests shall first be submitted to management for their approval and shall be granted provided no overtime is generated. Once a schedule is posted, no changes may be made without the mutual consent of the effected employee(s) and the manager.

## ARTICLE 12 WEEKENDS AND HOLIDAY WORK

### 12.1 Weekend Rotation

- (a) In addition to their regular work, all full-time, part-time and per diem employees will work a rotating weekend commitment when needed by the Employer. Employees will rotate within their specific programs, except that employees who are regularly assigned to work at least one (1) weekend day per week shall not be required to work weekend rotations. The maximum weekend rotation requirement for full time employees shall be three (3) weekend days every four (4) weeks, and two (2) weekend days every four (4) weeks for part time and per diem employees. Employees shall be paid for actual hours worked on weekend rotation.

Employees hired prior to the ratification date of this agreement shall not be required to work more than two (2) weekend days every four weeks.

- (b) There will be a quarterly weekend rotation list. Each employee shall submit a quarterly request in writing with weekend work availability to her/his immediate supervisor on/or before the following dates: First quarter – Third Monday of the prior November; Second quarter – Third Monday of February; Third quarter – Third Monday of April; Fourth quarter – Third Monday of August. Weekend rotation shall be assigned by seniority. The seniority list shall be exhausted prior to any employee being assigned to an additional weekend day.
- (c) The weekend rotation employee will be on duty from 8:30 a.m. to 4:30 p.m. If there are two (2) or more cases requiring an 8:30 a.m. visit (i.e., diabetics), the employee may commence work at 8:00 a.m., with prior supervisory approval.
- (d) For a weekend rotation of two (2) days, all full-time and part-time employees who are scheduled to work as a .6 FTE or more will be scheduled for one (1) day off between Monday and Friday of the workweek prior to the weekend and one (1) day off between Monday and Friday of the workweek immediately following the weekend. At the time of scheduling, the employee on rotation may submit requests for particular days off. In the event of a conflict in the selection of days off, seniority will prevail. Extra weekend work will be offered to employees, with non-overtime hours offered first, followed by overtime hours.
- (e) If scheduled and cancelled on a weekend assignment, the time scheduled shall be counted as the employee's weekend commitment.

### 12.2 Holiday Rotation

- (a) In addition to their regular work, all full-time, part-time, and per diem employees will work a rotating holiday commitment for the holidays listed in Article 19.1. Employees will rotate within their specific programs. There will be a quarterly holiday rotation list. Holiday rotation requests shall be made in accordance with the weekend scheduling procedure set forth in Article 12.1(b).

- (b) The maximum holiday rotation requirement shall be four (4) holidays per year per full-time employee, and three (3) holidays per year for part-time and two (2) for per diem employees. For all employees holidays will be split into two different categories and employees may be scheduled for one (1) holiday in each category in a calendar year (such days to count toward rotation above):

<u>Summer</u>	<u>Winter</u>
Memorial Day	Thanksgiving
Independence Day	Christmas
Labor Day	New Year's Day

Nothing in this section is intended to prevent an employee from volunteering to work more than the required holidays.

- (c) The holiday rotation employee will be on duty from 8:30 a.m. to 4:30 p.m. If there are two (2) or more cases requiring an 8:30 a.m. visit (i.e., diabetics), the employee may commence work at 8:00 a.m., with prior supervisory approval.
- (d) Employees working holidays shall be paid in accordance with Article 22.4. If scheduled and cancelled on the holiday assignment, the time scheduled shall be counted as a holiday commitment.

### 12.3 Call-Outs on Weekends or Holidays

If an employee calls out sick or otherwise fails to work on a scheduled weekend day or holiday, that day shall not be credited to the employee's weekend or holiday commitment and the employee shall make up the day(s) by working the missed number of weekend days or holidays, as applicable. However, the employee's manager may use her/his discretion in determining whether an additional weekend or holiday is assigned based on the employee's work history and/or the circumstances of the call-out.

## ARTICLE 13 RESIGNATION

- 13.1 An employee who resigns shall give the Employer four (4) weeks' written advance notice.
- 13.2 An employee who gives notice of resignation as provided above shall be entitled to receive payment for unused and accrued vacation, banked holiday time and personal time to the effective date of the resignation. If notice is not given as provided above, an Employee shall not be entitled to such payment. If it was not possible for the Employee to have given such notice because of the employee's own health reasons they will be entitled to such payment provided the employee shall have given as much notice as possible under the circumstances.

Effective January 1, 2015, an employee who gives notice of resignation as provided above or who is terminated following successful completion of the introductory period

will only receive payment for any accrued but unused vacation leave earned during the calendar year in which the employee resigns.

- 13.3 In order for the employee to receive payment as per 13.2, the employee must return all VNAHG property including, but not limited to, uniforms, keys, cell phones, laptops, and PDAs.

#### **ARTICLE 14 VACANCIES & TRANSFERS**

- 14.1 All regular bargaining unit positions which are vacant and for whom employees are being recruited shall be posted in an agreed-upon location and such information shall be made available to the Union within forty-eight hours of the posting. Such positions shall be posted for one (1) week by the Employer.
- 14.2 During the posting period, internal applicants shall be given preference and if no qualified internal candidates apply following the posting period external applicants may be considered. Among qualified, internal applicants, the employee with the highest seniority shall be selected.
- 14.3 In the event the Employer needs to temporarily transfer an employee from one department to another department, the Employer will first seek volunteers. If no volunteers can be found, the least senior employee shall be transferred, provided that a temporary transfer shall not exceed three (3) months. No employee shall suffer a loss of pay or status as a result of a temporary transfer. Further, the Employer shall provide an adequate orientation to the new position. Bargaining Unit members temporarily working in a non-EVVNA service area shall remain covered by this agreement.

#### **ARTICLE 15 PROFESSIONAL PRACTICE ISSUES**

- 15.1 New employees shall receive a clinical orientation of a minimum of one month as determined by the Employer. An orientation shall consist of a thorough review of all EVVNA policies and procedures.
- 15.2 The Employer shall provide in-service programs as required by the New Jersey Department of Health, any accrediting organization, or any governmental regulatory body. Employees shall suffer no loss of pay while attending such programs. Further, the Employer agrees to provide in-service programs when policies or procedures regarding nursing practice are implemented. Upon approval of Nursing Management, employees may attend continuing education programs on the subject of Wound Care. Employees with approval to attend shall be paid for days in attendance and all program fees will be reimbursed by the Employer.
- 15.3 The Employer shall allow each employee to attend one (1) day of continuing education program on an annual basis provided the nursing schedule allows. Employees shall receive regular pay for the day. In addition, the Employer shall reimburse employees for up to \$150.00 for registration plus travel to and from the program by the most economical means (i.e. Nurses are expected to car pool whenever possible) with proof of attendance.

In addition, employees may take up to two additional paid days per year to attend HPAE Education Days where Nursing Continuing Education credits are granted, provided the nursing schedule allows; approval will be granted among those who request each day in rotating seniority order at the sole discretion of management.

15.4 Employees shall receive a performance evaluation annually. The Employer will make a good faith effort for the evaluation to be done on a prompt and timely basis. At the time of the evaluation, the employee will receive a copy of the evaluation and the employee will sign acknowledging receipt of the evaluation. Upon receipt of the copy, the employee will discuss the evaluation with his/her supervisor and then have five (5) calendar days (excluding weekends and holidays) to review a copy of the evaluation. By the conclusion of this time period, the employee may add his/her comments to the original evaluation and such comments shall be included, along with the evaluation, in the employee's personnel file.

#### 15.5 ACADEMIC DEGREE EDUCATION

##### Section 1:

Registered Nurses and Licensed Practical Nurses (excluding per diem employees) with at least one (1) year of service to VNAHG who wish to enroll in an accredited Associate's, Bachelor's or an accredited Master's degree program at a college or university may obtain a leave of absence without pay for up to two (2) years, said leave to be granted at the sole discretion of VNAHG, which decision is not grievable. The degree program must be related to the Nurse's job, which determination shall be within the sole discretion of VNAHG.

Approval of the leave is also subject to the appropriate Supervisor determining that such leave would not be likely to result in a substantial interruption of services to patients and families due to other absences or causes. When educational leave of absence requests are in conflict, seniority will take precedent.

##### Section 2:

The Tuition Reimbursement Plan provides eligible employees with the opportunity to obtain, maintain, or improve job-related capabilities through participation in courses of study at accredited colleges and universities and organizations specializing in job and career-related education and training. Staff members must refer to this article.

- (a) Employee Eligibility: All regular full-time and regular part-time employees are eligible to apply for tuition reimbursement upon completion of their introductory period. Employees must be confirmed, i.e., employed for 90 days. An employee must remain employed for at least one year following completion of the course. The first step is to talk to your manager regarding eligibility, review this article, and obtain proper approval from your supervisor.
- (b) School Eligibility: Baccalaureate and graduate level courses must be taken for academic credit through colleges and universities accredited. Courses leading to certification must



be taken at a school or through an organization that is authorized by the certifying authority to provide such educational programs.

- (c) Course Eligibility: Programs leading to professional certification must be in a specific job-related field of professional discipline and should provide the participating employee with skills, knowledge and competencies applicable to their current position. In order to be eligible for reimbursement, the employee's supervisor must review and certify that the program for which the employee is applying meets the specified criteria and that guidelines have been met.

- (d) Tuition and Fee Provisions (Reimbursable): For participation in such programs, employees may be approved for reimbursement of tuition fees up to a maximum of Three Thousand Dollars (\$3,000.00) per semester with a maximum of four semesters per calendar year. Reimbursement is broken down into two parts.

Part One: Employees eligible for tuition reimbursement will receive one half of fees eligible for reimbursement at the time that the employee registers for approved course(s), shows evidence of registration and payment of same, together with completing the required VNAHG Tuition Reimbursement Approval Form and VNAHG Instruction Checklist Form.

Part Two: Once the course(s) is completed and the employee receives a final grade of "C" or better, the employee is required to submit their final grade report to Human Resources within thirty (30) days of completing said course. Once Human Resources receives the grade report-reflecting grade "C" or better, the employee is eligible to receive the remaining half of eligible fees for reimbursement. Said tuition reimbursement, per semester, is not to exceed \$3,000.00. The maximum reimbursement for all courses of study, including certification, career development and job-related graduate study combined, will not exceed \$3,000 per semester.

- (e) Service Obligation:

An employee who receives advance tuition payment or tuition reimbursement agrees that if he/she does not remain employed for at least one year following the completion of the course(s), he/she will be obligated to repay the reimbursement either through payroll deduction or other means. A Tuition Reimbursement Service Agreement must be signed. Please see the attached copy of the Tuition Reimbursement Service Agreement for details (Schedule A of this agreement).

- (f) Not Reimbursable: Except for courses leading to professional certification as described above, the following do not qualify for tuition reimbursement:

Professional seminars and workshops, symposia, short (non-credit) courses; college/university entrance exams; review programs for entrance exams; or courses at non-accredited institutions.

Itemized fees not reimbursable to employees include application/pre-admission registration fees, transcript fees, test preparation fees, admission testing fees, placement

fees, course waiver or challenge fees, book costs, transportation, parking fees, equipment/kit purchase costs, tutoring fees, deferred tuition fees, registration fees, late registration fees, course addition, deletion or transfer fees, student activity fees, student union fees, petition fees, recreation fees, health coverage costs, dissertation or thesis typing fees, development or foundation fees, institution fees, alumni fees, and other similar fees.

Tuition and eligible fees are not reimbursable when employees receive duplicate or comparable fees from another institution or agency, grant, scholarship, Veterans' Education Benefit, or other financial aid; voluntarily terminate employment, or are terminated for cause, prior to course completion, or have not received advance approval, particularly those associated with a degree program.

- (g) Reimbursement Exceptions: An employee normally is not reimbursed for a course, which was previously reimbursed under this policy. However, some courses can be repeated but reimbursement for them will require specified advance approval, in writing, from Vice President, Human Resources.
- (h) Work Schedule Limitations: Participation in the tuition reimbursement program should not in any way interfere with the employee's ability to perform her or his job.
- (i) Procedure: To apply for tuition reimbursement, an employee is required to meet with their manager and receive approval, review this article, complete the VNAHG Tuition Reimbursement Approval Form and Instruction Checklist (attaching all documentation required) for each semester.
  - a. The employee and their manager must sign completed forms and return to Human Resources. The employee's manager may include amplifying documentation in support of program or course approval.
  - b. Within 30 days of completion of the course, the employee is required to submit their grade report to Human Resources in order to receive Part II, the remaining second half of reimbursement.

### Section 3:

The VNAHG will reimburse any Nurse taking the American Nurse Association certification or re-certification or the Hospice (NBCHN) or NAACOG certification or re-certification relating to the Nurse's job category at the VNAHG, contingent upon the Nurse achieving certification or re-certification. Reimbursement shall be for actual fees incurred, not to exceed the A.N.A. member rate.

### Section 4:

Travel time up to two (2) hours per week per semester shall be granted to full-time Nurses pursuing an accredited Bachelor's or Master's degree program related to the Nurse's job, which determination shall be within the sole discretion of VNAHG. Further, approval of travel time is subject to the employee presenting his/her class schedule to the appropriate Supervisor.

15.6 At least fifteen (15) minutes will be allotted at all staff meetings for employees to raise issues of concern that arise in the course of their duties.

## **ARTICLE 16**

### **HEALTH & SAFETY**

- 16.1 The Employer agrees to provide a safe and healthy work place. The employer and employees agree to observe all applicable health and safety laws and regulations.
- 16.2 A field nurse shall serve on the Employee Safety Committee, which shall meet to review health and safety conditions.

#### 16.3 Escort Availability

If an employee is required to visit a patient in an identified escort area and no escort is available, the employee must notify his/her supervisor, or the on-call supervisor, within one hour and if the supervisor can not provide an escort within one hour of the call the employee shall have the right to refuse the assignment.

Further, if an employee believes in good faith that they may be exposed to imminent danger, that employee has the right to refuse the assignment, whether an escort is provided or not.

- 16.4 Employees shall not be required to transport passengers. However, when appropriate, carpooling is encouraged to attend meetings or training programs.

## **ARTICLE 17**

### **EMPLOYEE RIGHTS**

#### 17.1 Personnel File

Any employee shall have the right to review the contents of their personnel file since he/she became a regular employee. Notice to review such file shall be given by the employee in writing to the Employer. The Employer shall make a good faith effort to make the file available within seventy-two (72) hours after the receipt of such notice. The employee may make a copy of their file.

#### 17.2 Non-Discrimination

Neither the Employer nor the Union shall unlawfully discriminate against any employee on account of race, color, religion, disability, national origin, sex, age, or sexual or affectional preferences.

## **ARTICLE 18**

### **DISCIPLINE**

- 18.1 The Employer shall have the right to discharge, suspend or discipline any Employee for just cause.
- 18.2 The Employer will notify the Union in writing of any discharge, suspension, or other discipline within seventy-two (72) hours from the time of the discharge or suspension. If the Employee desires to contest the discharge or suspension, the Union shall file written notice thereof to the Employer within ten (10) calendar days. In such an event,

the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however, commencing at Step 2 of the grievance procedure.

18.3 Any employee who is required to attend an investigational interview or disciplinary conference shall be notified as to the time and nature of the meeting and have the right to have a Union Representative accompany him/her.

18.4 If the discharge, suspension or other discipline of an Employee results from conduct relating to a patient and the patient cannot appear at the arbitration the arbitrator may consider any written statement by the patient or the family member. Such failure to appear shall not be deemed dispositive.

## **ARTICLE 19 GRIEVANCE PROCEDURE**

19.1 A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement or the interpretation, application, performance or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step One: Within fourteen (14) calendar days (except as provided in Article 18.2), an Employee having a grievance and/or his/her Union representative or other representative shall take it up with the Employee's immediate supervisor. Essex Valley VNA shall give its answer to the Employee and his/her Union representative, within five working days after the presentation of the grievance at Step 1.

Step Two: If the grievance is not settled in Step One, the grievance may within fourteen (14) calendar days after the answer in Step One, be presented in Step Two to the Vice-President of Human Resources or his/her designee. When grievances are presented at Step Two, the grievance shall be reduced to writing and signed by the grievant or his/her Union Representative. Within seven (7) calendar days of receipt of the written grievance, the Vice-President of Human Resources, and/or his/her designee shall meet with the grievant and his/her Union Representative(s). Within ten (10) calendar days of such a meeting, the Employer shall respond in writing to the Step 2 grievance.

Step Three: If the grievance is not settled in Step Two, the Union may submit the grievance to arbitration in accordance with article 20.

19.2 Failure on the part of the Employer to answer a grievance at any Step shall not be deemed acquiescence thereto, and the Union may proceed to the next Step.

19.3 Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step Two, within the time limits specified in this Article. In addition, a grievance which affects a substantial number or class of employees, or which the Employer representatives designated in Step One lacks authority to settle, may initially be presented at Step Two by the Union.

- 19.4 All time limits herein specified shall be deemed to be exclusive of holidays except as noted. It is the intent of the parties that all grievances shall be filed and processed promptly, but the time limits specified herein may be extended by mutual agreement of the parties in writing (e-mail is an acceptable written format). The time limits set forth herein are substantive provisions and failure to comply with any such time limit by the union shall be a complete bar to any further action with respect to such grievance.
- 19.5 If an employee grieves any assignment, directive, rule, regulation or management determination which affects him/her, he/she shall obey the assignment, directive, rule, regulation or management determination until a final decision has been made regarding the grievance, except where an employee has a reasonable belief that the environment poses a threat to their safety and health, a violation of their Nursing License or, in the employee's professional judgment, a danger to the patient.

## **ARTICLE 20**

### **ARBITRATION PROCEDURE**

- 20.1 In the event that a satisfactory settlement of a grievance is not reached through the Grievance Procedure provided in Article 19, within thirty (30) calendar days of receiving the Step II decision, the Union may submit the matter for arbitration before the New Jersey State Board of Mediation. This time limit may be extended by written (including electronic) mutual agreement of the parties.
- 20.2 The arbitrator shall be selected in accordance with the rules of the New Jersey State Board of Mediation, and the parties agree to abide by the Voluntary Labor Arbitration Rules thereof.
- 20.3 To be an issue which is arbitrable hereunder, the grievance must be a dispute, claim or complaint arising under the term of this Agreement and it must be a matter of interpretation or application of some provision of this Agreement.
- 20.4 The decision of the arbitrator shall be limited only to questions presented under this Agreement, and the arbitrator shall have no authority to add to, or subtract from, or modify this Agreement; nor shall the arbitrator substitute his/her discretion for the Employer's discretion in cases where the Employer is given discretion under this Agreement; or to recommend an award in violation of any other provisions of this Agreement.
- 20.5 The legal and other fees and expenses of the arbitration and of the arbitrator shall be borne equally by the parties.
- 20.6 The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.
- 20.7 The time limits set forth herein are substantive provisions, and failure by the Union to comply with any such time limit shall be a complete bar to any further action with respect to such arbitration.

## ARTICLE 21

## LEAVES OF ABSENCE

### 21.1 Family and Medical Leave

Family and medical leave and related benefits shall be provided to employees in accordance with the federal Family and Medical Leave Act (“FMLA”) and the New Jersey Family Leave Act (“NJFLA”).

### 21.2 Medical Leave

An unpaid leave of absence of up to six (6) months shall be provided to employees who become ill or injured due to a non-work related reason.

An employee will be responsible for providing medical documentation supporting the request for any type of medical leave, including the extension of an initial medical leave, acceptable to the employer.

### 21.3 Personal Leave

A leave of absence for personal reasons, not to exceed twelve (12) weeks, will not be unreasonably denied. An employee on a personal leave of absence must use vacation time and personal days during the leave. An employee may choose not to use up to a combination of three (3) personal/vacation days during such leave so that they have some leave time available upon return to work and/or sufficient time to take a vacation that was pre-planned and pre-approved prior to the leave (time accrued between the end of the leave and the vacation shall be counted in this calculation).

### 21.4 Military Leave

Unpaid military leave shall be granted in accordance with applicable law.

### 21.5 Workers’ Compensation Leave

An employee who is unable to work because of an injury or illness related to his/her employment will be eligible for any benefits as provided by the New Jersey Workers’ Compensation Act.

### 21.6 Accrual of Benefits During a Leave of Absence

Paid time off and seniority shall continue to accrue during a paid leave of absence. Further, insurance benefits shall be continued during the paid leave to the extent of and on the same basis as provided before the commencement of the leave.

### 21.7 Communication while on Leave of Absence

An employee out on a medical or worker’s comp leave of absence will be required to contact their direct manager one week prior to the expiration of the approved leave period. The employee must update the manager as to the status of their leave. If the employee has medical certification from their physician, regarding an update on their leave status or return to work date they must forward a copy to their manager (employee must provide notice of extension as soon as possible).

For any communication that takes place by letter or e-mail – by a manager, an employee will make a good faith effort to respond in a timely manner.

When the employee is medically able to return to work with no restrictions a final medical certification must be obtained and given to the employee's direct manager prior to the employee's return. No employee will be allowed to return to work without providing the medical certification.

If the employee would rather provide information directly to Human Resources, they may, but the employee must notify their Manager that they have done so via e-mail or letter.

## **ARTICLE 22            HOLIDAYS**

### **22.1 Paid Holidays**

Employees (except Per Visit employees) shall be entitled to the following paid holidays:

- New Year's Day
- Martin Luther King Day or Presidents' Day\*
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Employees shall be entitled to one (1) paid float holiday per calendar year, which shall be scheduled in accordance with the procedure for vacation scheduling set forth in Article 24.

\* All employees can select either Martin Luther King Day or President's Day as their designated paid holiday. Each nurse must submit their designated paid holiday by the first Monday of the preceding November. All other provisions for the scheduling of holidays will apply as set forth below.

### **22.2 Religious Holidays**

- (a) An eligible employee who desires to exchange any paid holiday to fulfill the employee's bona fide religious obligation or beliefs shall be required to submit such requests with the employee's quarterly vacation requests pursuant to Article 24.
- (b) Any approval under 22.2(a) is at the manager's discretion and will not be unreasonably denied. Once the switch of the recognized holiday (as set forth in 22.1) and the religious holiday has been approved, the employee will be scheduled to work the recognized holiday but not be eligible for holiday pay pursuant to Article 22.4. The religious holiday for which the employee has been approved as a day off will be coded as a holiday and paid pursuant to Article 22.4. An employee may only be granted two (2) such days per year under this provision.

### 22.3 Holidays Falling on Weekends

Holidays which occur or fall on a Sunday shall be determined to fall on the following Monday. Holidays which occur or fall on a Saturday shall be determined to fall on the preceding Friday.

When Christmas Day, New Year's Day and/or Independence Day falls on either a Saturday or Sunday, any nurse who works on the actual holiday will receive holiday pay plus the day (holiday) back.

### 22.4 Holiday Pay and Scheduling

Full time and Part Time employees who are not scheduled by the employer to perform work on holidays shall receive holiday pay at their regular rate of pay on a prorated basis based upon assigned weekly hours. Where two (2) holidays fall consecutively, immediately prior to or subsequent to a Saturday and Sunday, the employer shall not schedule an employee to work more than two (2) consecutive days thereon.

### 22.5 Holiday Assignments

(a) Recognizing that there are no holidays with respect to a patient's needs and that it is not possible for all employees to be off on the same day, the Employer shall have the right to require any employee to work on any of the holidays specified herein. The Employer will distribute holiday assignments on an equitable basis between qualified employees. Where scheduling permits no employee shall work the same holiday two (2) years in succession. In the event of all other considerations being equal, the more senior employee's request shall be honored.

(b) In the event an employee is scheduled to work on any of the holidays specified they shall be paid time and one-half (1-1/2) for hours worked and be credited with holiday time at straight time rate.

(c) Holiday time must be taken within thirty (30) calendar days before or after the holiday. This holiday day shall be granted with prior supervisory approval on their regularly scheduled work day. If a nurse has requested to use holiday time in writing within the thirty (30) calendar day period and has been denied by his/her manager, then the employee may request to be paid for the time. If the employee who attempted to use holiday time within the thirty (30) calendar day period chooses not to be paid, or the manager chooses not to pay the time as requested, the employee will have an additional thirty (30) calendar day period to use the holiday time, subject to manager's approval of the day requested which shall not unreasonably be denied.

## ARTICLE 23

## PERSONAL DAYS

Employees, who have completed their probationary period, shall be entitled to four (4) personal days per year. Per Visit and per diem employees do not receive personal days.

An employee who is entitled to a personal day shall submit his/her request to their supervisor at least one (1) week prior to the day on which such personal day is to be taken. A personal day may be scheduled with less than one (1) week's notice where the employee provides a



reason acceptable to the employer. No employee shall be entitled to take a personal day other than as approved by employer. Employees may accumulate no more than four (4) personal days at any given time. The employer shall show each employee the amount of hours of accrued personal days to which that employee is entitled on each paystub.

## ARTICLE 24

## VACATION DAYS

24.1 (a) For Nurses, following probation, the following vacation schedule is in effect, accrued from the first day of employment with EVVNA and/or VNAHG. The schedule is based upon a 37.5 hours regular work week. Employees who work less than 37.5 hours per week shall receive vacation prorated on the following schedule, unless otherwise specified in this Agreement.

1. Employees continuously employed for at least six (6) months shall be entitled to seven and one-half (7 1/2) days vacation.
2. Employees continuously employed for at least six (6) months, but less than two (2) years shall be entitled to fifteen (15) days per year, accrued at the rate of 0.288 days per week.
3. Employees continuously employed for at least two (2) years but less than five (5) years shall be entitled to twenty (20) days per year, accrued at a rate of 0.385 days per week.
4. Employees continuously employed for at least five (5) years but less than ten (10) years shall be entitled to twenty-two (22) days per year, accrued at the rate of 0.423 days per week.
5. Employees continuously employed for at least ten (10) years shall be entitled to twenty-five (25) days vacation, accrued at a rate of 0.481 days per week.

(b) It is the belief of the parties that vacation time is important to maintain a healthy and productive employee. Therefore, employees are encouraged to take vacation and managers are to make their best efforts to grant employee requests as long as patient care allows. Nurses are not to accrue vacation leave in excess of their annual accrual amount. However, if a nurse has requested to use vacation time in writing in the previous quarter (as per Section 24.2 (a) below), then they will not lose excess time, but will meet with their manager to find a mutually acceptable time within the next ninety (90) days for the employee to use sufficient time to bring their accruals within the maximum allowed.

24.2 (a) Each Nurse is to submit a quarterly request for vacation to his/her immediate Supervisor on the following dates: First quarter - First Monday of the prior November; Second quarter - First Monday of February; Third quarter- First Monday of April; Fourth quarter - First Monday of August. Vacation time is subject to supervisory approval, and, if in the opinion of the Supervisor, patient care demands can be fulfilled, then two (2) or more requests for the same time period may be granted.

(b) All vacation time may be taken only with the approval of the Supervisor, based on demand for patient care. The Supervisor will consider vacation requests for vacations to be taken during the period seven (7) working days before Christmas up to and including three (3) working days after New Year's Day, and if, in the opinion of the Supervisor, patient care demand can be fulfilled, then vacation request may be granted. Vacation time may be taken in segments of not less than two (2) hours. If two or more Nurses submit their request on the same day for the same vacation time, and both requests cannot be granted, seniority will prevail.

24.3 Generally, vacation time may not exceed two (2) consecutive weeks. Between September 15 and June 15, three (3) weeks may be taken if no other employees have requested the same vacation time. In addition, in extenuating circumstances, the employer may approve vacation requests for more than two (2) weeks provided such requests do not interfere with the effective and efficient operation of the employer. Approval of such requests is at the sole discretion of the employer who shall give all employees fair and equal treatment under this provision.

24.4 The employee must have a response to vacation requests within ten (10) working days of contract due dates.

## **ARTICLE 25**

## **SICK LEAVE**

Eligible employees, after completion of their probationary period, shall be entitled to paid sick leave as follows: One (1) day sick leave for each month of employment. Upon successful completion of an employee's probationary period, sick leave benefits shall be retroactive to her/his date of hire.

- (a) Pay for any day of sick leave shall be at the employee's regular wage rate.
- (b) Sick leave shall be cumulative from year to a maximum of seventy (70) days.
- (c) To be eligible for sick leave benefits, an employee who is absent due to illness must notify her/his supervisor by the time such employee is scheduled to commence her/his day's work.
- (d) If an employee shows abuse of sick time, the Supervisor may request a certificate of illness signed by a licensed physician, Nurse Practitioner or Physicians Assistant. Indications of possible abuse are, but are not limited to:
  - i) Frequent absences on days immediately preceding or following weekends, scheduled days off, or holidays and coincidence of absence with desirable days off;
  - ii) A tendency to use sick leave as rapidly as it is accrued, especially one (1) day at a time;
- (e) Employees on sick leave for a continuous period of more than seven (7) days and who are eligible and actually receive New Jersey Temporary Disability Benefits (T.D.B.) shall receive sick leave pay, to the extent to which they are entitled, so that their combined benefits from New Jersey Temporary Disability benefits plus their sick leave pay shall equal the employee's regular wage rate until accrued sick leave has been exhausted.
- (f) Up to six (6) paid sick leave days per year may also be used in the event of an illness of any family member residing in the employee's same domicile.

- (g) Accrual of Benefits: Eligible employees out on disability leave who use accrued vacation or sick leave benefits shall accrue benefit time on a pro-rata basis.
- (h) An employee may donate a maximum of five (5) accrued vacation days per year to another employee who is suffering from a catastrophic illness. For the purposes of this section, "catastrophic illness" shall mean an illness or injury that causes an employee to be placed on disability leave, and as a result of which that employee has utilized all accrued sick, vacation, and personal days for paid time off during a period of disability.

## **ARTICLE 26**

### **BEREAVEMENT LEAVE**

- 26.1 Full-time and part-time employees shall be given consecutive scheduled days off with pay as Bereavement Leave, for the death in the Employee's immediate family as follows:
  - (a) Four (4) days for the death of the employee's parent, child, spouse, domestic partner, sibling, or grandchild;
  - (b) Two (2) days for the death of the employee's grandparent, mother/father in-law, son/daughter in-law, or sister/brother in-law.
- 26.2 Bereavement leave may only be taken at the time of death, funeral, memorial or burial of a family member.
- 26.3 Matters of special circumstances involving an extension of leave time, with or without pay may be taken with approval from the employer. Any such reasonable requests shall not be unreasonably denied. Employer may make reasonable requests for supporting documentation.
- 26.4 Bereavement leave shall be defined as leave granted for bereavement purposes, and its use for any other purpose is prohibited. Improper use of Bereavement Leave may result in discipline up to and including termination.

## **ARTICLE 27**

### **JURY DUTY**

- 27.1 Jury duty is the responsibility of every citizen. Therefore, unless there is strong evidence that the Employee's absence from work would seriously handicap a patient's care or impair, in any way, the operation of his/her position, the Employee shall be expected to serve.
- 27.2 Regardless of the length of time in performing this responsibility, the Employee's service record will remain unbroken.
- 27.3 Regular full-time and part-time employees will receive pay during the period of jury service, equal to his/her regular wages for up to twenty (20) days of jury duty service that occur during the employee's scheduled work hours. A statement of jury earnings and time served must be supplied by the Employee to the employer to allow verification of same.

27.4 If an employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work, as soon as practical thereafter, except such Employee shall not be required to do so in said instance if there is less than three (3) hours remaining in his/her work shift.

## **ARTICLE 28 HEALTH, GROUP LIFE, DENTAL AND LONG TERM DISABILITY INSURANCE**

- 28.1 Group Life, Dental, and Long Term Disability Insurance Coverage as presently provided by VNAHG shall be continued if such type of coverage is available. VNAHG reserves the right to change its insurance carrier or carriers, provided coverage is equal to or better than previous coverage. VNAHG shall notify the Union as soon as practicable when a determination has been made to change coverage and/or carriers.
- 28.2 VNAHG shall provide a health insurance plan option for eligible employees with terms and conditions substantially equivalent to the Horizon Blue Cross/Blue Shield Direct Access plan as currently provided. VNAHG shall have the right to change its health insurance carrier or the aforementioned plan at any time provided the above requirements are met.
- 28.3 The premium for individual coverage shall be divided as follows: 75% payable by VNAHG and 25% payable by the employee. The cost of the premium for dependent coverage, which is above the cost of the single coverage premium, will continue as follows:
- (a) For the Horizon Direct Access plan, VNAHG will pay 65% and the employee will pay 35% of the premium; and
  - (b) For the POS plan, VNAHG will pay 75%, and the employee will pay 25% of the premium.
- 28.4 VNAHG shall have the right to change the physician co-payments and prescription co-payments to equal the health insurance plan co-payments for the applicable plan and calendar year.
- 28.5 VNAHG shall have the right to offer new plans or options to eligible employees during the length of this agreement. VNAHG shall notify the Union of any new plans or options as soon as practicable.

## **ARTICLE 29 RETIREMENT BENEFITS**

Following two full years of continuous employment with VNAHG, VNAHG will contribute to the employee pension plan, in each year of the Agreement, the following percentages of the base salary of the employee, not including overtime or other fringe benefit payments: four percent (4%) for employee (except per diem employees). The plan will be one hundred percent (100%) vested. The plan currently in effect is administered by Met Life and may be amended from time to time with notice to the union.

Employees must be twenty-one (21) years of age and work a minimum of 1,000 hours per year to participate in the pension above.

Upon first day of employment, employees may make optional contributions to the employer's 403(B) plan during their employment.

**ARTICLE 30 MONETARY BENEFITS**

- 30.1 Frequency of payment will continue as heretofore. If the employer chooses to change the frequency of payment, the employer shall notify the union and the union shall have the right to bargain over the impact of such change. All paychecks shall be delivered in envelopes or other means of assuring confidentiality. Pay stubs will clearly identify specific hours worked and compensated, and entitled rates. The pay stub shall contain accrued unused benefit time.
- 30.2 When an error in pay has been made, the employer will issue a check with the correction within twenty-four (24) hours if the error is equal to or greater than eight (8) hours pay and within seventy-two (72) hours for errors involving lesser amounts. Such check will have the proper payroll deductions made.
- 30.3 Salary increases that may be delayed by the payroll cycle will be paid retroactively to the scheduled effective date and included in the next paycheck.

**ARTICLE 31 WAGES, DIFFERENTIALS, BONUSES AND OTHER ECONOMIC BENEFITS**

31.1 Wages

Hourly Employees

- (a) Effective November 1, 2013, all employees will receive a one and one-half percent (1.5%) across the board increase.
  - (b) Effective November 1, 2014, all employees will receive a one and one-half percent (1.5%) across the board increase.
- 31.2 Employer will determine hiring-in rates. In determining the hiring-in rate for a newly hired Nurse, employer has the discretion to credit up to seventy-five percent (75%) of the experience of the Nurse, up to a maximum of fourteen (14) years of eligible experience, based on up to 18.6 years of eligible experience, in any of the following areas: community health, hospice, med-surg, case management, gerontology, maternal/child health and OB/GYN.
- 31.3 All employees who were employed as of date of contract execution will receive the experience differential above for 100% of their EVVNA/VNAHG experience and seventy-five percent (75%) of the employee's non-EVVNA/VNAHG nursing experience. The

increase will be equal to one (1) creditable year of nursing experience, up to a maximum of fourteen (14) years' credit (based on up to 18.6 years of experience), The nursing experience must have been in community, health, hospice, med-surg, case management, gerontology, maternal-child health or OB-GYN. For the purpose of calculating the service credit the employer will use the information in its possession. If additional information is necessary, an eligible employee hired prior to contract execution will be provided two months from the date of contract execution to submit his/her resume identifying the name and address of the employer, dates of service and a description of the job duties for each position held in order to receive credit on prior experience. Employees hired after date of contract execution will be provided experience credit in the same manner set forth above.

31.4 New hire rates:

(a) RN's

Years of Experience Credit (31.2)	November 1, 2013	November 1, 2014
0-6 years	\$36.06	\$36.60
7-12	\$36.57	\$37.12
13-18	\$36.84	\$37.39
19-24	\$37.11	\$37.67
24+	\$37.68	\$38.25

Existing employees will advance to the appropriate experience level above on their anniversary date of hire.

(b) LPNs

Years of Experience Credit (31.2)	November 1, 2013	November 1, 2014
0-6	\$27.98	\$28.40
7-12	\$28.33	\$28.75
13-18	\$28.50	\$28.93
19-24	\$28.75	\$29.18
24+	\$29.00	\$29.44

Existing employees will advance to the appropriate experience level above on their anniversary date of hire.

(c) Per Visit Employees

	Nov. 1, 2013	Nov. 1, 2014
Admits, Resump	\$88.88	\$90.22
Above -- weekends and holidays	\$104.57	\$106.13
Recertification	\$73.20	\$74.30
Above -- weekends and holidays	\$88.88	\$90.22
Revisits (including discharges and transfers with visit)	\$57.68	\$58.55
Above -- weekends and holidays	\$72.12	\$73.20

Each hour spent in a staff meeting or in-service program shall be at the hourly rate they would receive as an hourly employee above.

### 31.5 Preceptor and Level 3 Nurses

- (a) Effective March 1, 2011 the Employer shall establish a Preceptor Program. The purpose of the Preceptor Program will be to have "preceptors" provide individualized assistance and attention to newly hired Staff Nurses in order to facilitate their transition into the organization.
- (b) Preceptors will be selected by the employer based upon such factors as clinical competency, communication and interpersonal skills, and a minimum of one (1) year of service with the employer. Each Preceptor will receive appropriate formal training prior to beginning work as a preceptor.
- (c) VNAHG shall have the right to remove someone as a preceptor provided the preceptor receives progressive discipline relating to her/his failure to appropriately function as a preceptor. Any preceptor may withdraw from preceptor status at any time by providing written notice to VNAHG. In addition, VNAHG may provide orientation for newly hired staff nurses through other means and methods but not to replace the role and work of the preceptors. Removal of the Preceptor designation shall not be arbitrable.
- (d) Preceptors shall be paid a differential of one dollar and twenty-five cents (\$1.25) per hour for all hours paid during the time the employee holds the "preceptor" designation.
- (e) Preceptors shall have a reduced case load while they are precepting.
- (f) Nurses holding the position of Level 3 Nurse shall be paid a differential of one dollar and twenty-five cents (\$1.25) in addition to any other wage or differential they are eligible to receive. The terms of the position will be as per the Job Description dated 1/28/11, as such precepting duties are part of the normal role of the Level 3 and therefore they do not receive additional preceptor differential.

### 31.6 Education

- (a) An additional hourly recognition pay of \$0.50 will be given to Nurses holding a Bachelor's degree related to the Nurses job as determined by the agency.
- (b) An additional hourly recognition pay of fifty cents (\$0.50) will be given to Nurses holding a Master's degree related to the Nurses job as determined by the employer.
- (c) Nurses will have 90 days from the ratification date of this agreement to present proof of degree. Employees receiving degrees in the future, will have 30 days from the date of the degree to submit their proof, otherwise this benefit will be effective as of the date that the proof is submitted.

### 31.7 Certification

- (a) An additional hourly recognition pay of \$0.50 will be given to Nurses holding a ANA/NAPNAP or other nationally recognized Certification related to the Nurses job as determined by the Employer. Such certifications include, but are not limited to:

Case Management Certification (by nationally recognized organization)  
Gerontological Nurse  
Maternal/Child Health Nurse  
Hospice (NBCHN) and Palliative Care (CHPN) Certifications  
ANCC Med-Surg Certifications  
Wound Care  
Chronic Care

Employer will pay nurses so certified the hourly amount provided the area of certification relates directly to their current position. The nurse will be responsible for keeping his/her certification current in order to receive the recognition pay.

Nurses will have 90 days from the ratification date of this agreement to present proof of certification. Employees receiving certification or renewing certification in the future, will have 30 days from the date of the certification or renewal to submit their proof, otherwise this benefit will be effective as of the date that the proof is submitted.

### 31.8 Bonuses & Other Economic Benefits

- (a) Temporary Re-assignment: Home Care Intake Coordinators may be required to cover more than one facility in the course of their regularly scheduled workday based on facility census and proximity. Should it become necessary for a HCIC to cover an additional facility above their usual assignment they shall receive an additional \$20.00 per day.
- (b) Out of County: In circumstances in which VNAHG determines that, during regularly scheduled hours, there are patient care needs outside of Essex or Hudson Counties that cannot be met by utilizing non-HPAE bargaining unit staff, VNAHG, in its sole discretion, may schedule available assignments to HPAE staff nurses. Any such available assignments shall first be offered on a volunteer basis based on seniority; if enough employees have volunteered, then VNAHG will schedule in inverse order of seniority. Any nurse who performs an assignment outside of Essex or Hudson Counties under this provision, during regular work hours, shall be paid a differential of \$3.00 per hour for the entire shift for the travel time and work time out of Essex or Hudson Counties. The differential shall be in addition to all other wages and applicable differentials. HPAE bargaining unit members temporarily working in a non-EVVNA service area shall remain covered by this agreement.
- (c) Critical Need Incentive Pay: In circumstances in which VNAHG determines that there is a patient care need that cannot be met by staff during regularly scheduled hours, VNAHG, in its sole discretion, may offer the available patient visit(s) to nurses on a volunteer basis. To invoke this procedure, VNAHG will send a broadcast voicemail and e-mail to Nurses identifying the call as a Critical Need Incentive Pay offer. The available visits shall be offered by seniority, provided however, that nurses shall be required to



respond within one (1) hour of the announcement to reserve a place. Any nurse who performs a patient visit(s) under this provision outside of his/her regular work hours shall be paid the following amounts in addition to all other wages and applicable differentials:

Revisit:	\$25.00
Recertification:	\$30.00
Resumption of care:	\$75.00
Admission:	\$75.00

(d) Vehicles

i) Mileage: Employees using their own vehicles shall be reimbursed at the then current rate set by the IRS for all miles driven during the course of the employee's work day except for detours made for the employee's personal reasons.

Effective April 1, 2014, employees who are scheduled by VNAHG to report to their first assigned working locations before reporting to the office shall receive the mileage rate for any distance between their home and the first assigned working location, minus the distance from their home to the office. Employee is responsible for calculating that mileage and entering it into Home Care Home Base. Mileage not entered within the pay period incurred will be denied.

On-Call shall receive mileage reimbursement from portal to portal for miles traveled.

(ii) When emergency repairs cannot be made to the employee's vehicle after working hours, a car may be rented for not more than fifteen (15) days. Staff will have the option of using a vendor contracted by the employer that will bill the agency directly, or they may choose their own vendor for which the Nurse will submit a bill for reimbursement to the employer. The employer reserves the right to pay any of the rental charges directly to the supplier and reimburse itself from the next succeeding salary payment to the Nurse for any monies in excess of the fifteen (15) days. The maximum per diem rental rate to be paid by the employer will be thirty-five (\$35) dollars per day. All costs in excess of thirty-five (\$35) dollars per day will be the responsibility of the individual employee. Car rentals exceeding one (1) day will be reimbursed following supervisory approval.

iii) If the employee's vehicle becomes disabled while performing her/his assigned duties, and if such vehicle's disability would prevent such employee from working the rest of the day, the employee shall receive her/his regular full day's pay. An employee may not utilize this section more than fifteen (15) hours in any calendar year.

(e) On-Call

(i) For regular employees, on-call shall only be a voluntary assignment in addition to an employee's regularly scheduled hours. The employer shall have the right to schedule on-call among volunteers based upon employer and patient needs. Effective September 1, 2011 Per Diems will be required to work one on-call shift per month between the hours of 4:30 PM and 8:30 AM.

(ii) On call nurses will be paid ten dollars (\$10.00) per hour for on-call hours and receive on scale rate for patient care hours portal to portal with a two (2) hour minimum per on-call shift.

(iii) A regular employee and a per diem employee who is actually called in to care for a patient may delay the start of their regular shift by the portal to portal time plus one-half hour if scheduled to work within eight hours of the end of the time they were providing patient care. This delay time will count as time worked.

(iv) The employer may post positions that are on-call only. Full time for this position will be four (4) days in a seven (7) day period; less than four (4) days will be considered part time and receive prorated benefits. The full-time position will receive time off benefits equivalent to the full time day staff.

(v) On-Call nurses shall only cover towns normally serviced by EVVNA.

(f) Call-In Assignments

Any employee who is called in to work after the employee has completed his/her normal workday and has returned home, shall be paid their normal rate plus five dollars (\$5.00) per hour for the number of hours that the employee works. A minimum of three (3) hour's pay will be guaranteed to any such employee called back to work.

(g) Productivity Incentive Plan

Effective November 1, 2013 the following Productivity Incentive Plan shall be in place for the term of this agreement for hourly employees:

Employees completing visits in excess of 33 in a week shall receive an additional \$25 per visit for each visit above 33.

(h) It is not the intention of the parties for an individual to receive Critical Need Incentive Pay (31.8 (b)), Call-In Assignment bonus (31.8 (e)), and Productivity Incentive (31.8 (g)) for the same visit. If a situation arises where an individual is entitled to two or more of the above for a single visit, the employee shall receive the bonus which is most beneficial to that employee.

## ARTICLE 32

## SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or the State of New Jersey, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect, but all other provisions of the Agreement shall continue in full force and effect.

## **ARTICLE 33**

## **NO STRIKE OR LOCKOUT**

### Section 1:

Neither the Union nor its officers, representatives or members will for any reason, directly or indirectly, call, sanction, or engage in any strike, sympathy strike, walkout, slow-down, sit-down, stay-away, boycott of a primary or secondary nature, picketing or any other form of interference with the operations of the Employer, including the refusal to cross a picket line in or at any of the Employer's places of business, or directed against the services offered by the Employer in the regular course of its business. during the life of this Agreement. In the event of any strike, slow-down, work stoppage, or any other interruption with the operations of the Employer or a threat thereof, the Union will exercise its best efforts as promptly as possible to prevent or terminate any such activity.

### Section 2:

The Employer shall have the right in addition and without limitation upon its rights to institute legal proceedings, and to discipline any employee who participates in any activity prohibited by this Article. In the event of any violation by an employee of this Article at any time, the Employer shall have the complete right to immediately discipline, including discharge, any and all employees participating in the violation.

### Section 3

The employer agrees there will be no lockout of employees during the term of this agreement.

## **ARTICLE 34**

## **SUSPENSION OF NORMAL OPERATIONS**

In the event that the CEO of VNAHG, or their designee, determines to suspend normal operations of VNAHG for any portion of a day due to weather conditions or disasters, employees scheduled to work on such a day shall not sustain a loss of their regular wage rate for that day or portion thereof. A suspension of normal operations shall be based on the conditions at each VNAHG location. Where the CEO or designee determines to suspend normal operations of VNAHG prior to 6 am, the employer will request a local radio station to announce such closure as soon as practicable. An employee making an emergency visit during the suspension of normal operations will be paid according to the on-call assignment procedure in addition to their normal days pay.

If an employee is scheduled off for vacation or personal time, or has called in sick on a day the VNAHG has suspended normal operations, hours paid will be charged to benefit hours originally requested.

**ARTICLE 35**

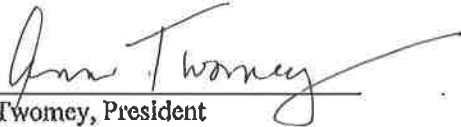
**DURATION OF THE CONTRACT**

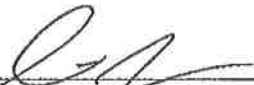
35.1 This agreement shall become effective as of November 1, 2013, and shall remain in effect until October 31, 2015.

35.2 Negotiations may be reopened if written notice of the intention to negotiate modifications for a successor agreement is given not later than sixty (60) days or more than ninety (90) days prior to October 31, 2015, by either party.

HPAE

VNAHG

  
Ann Twomey, President

  
Dr. Steven Landers, President and CEO

  
Pamela Black, Negotiating Committee

  
John Harz, Chief Business Operations Officer

  
Justina Akem, Negotiating Committee

  
Mark Parauda, Director Human Resources

2/17/15  
Date

\_\_\_\_\_

MS. MD

**HPAE COUNTER PROPOSAL**

**January 16, 2014**

**Side Letter**

**Productivity and Workload**

The parties recognize their mutual interest in increasing productivity of employees to maximize reimbursement while addressing the workload concerns of the employees. To further these goals the parties have agreed to the following:

Within two (2) months of the ratification of the collective bargaining agreement, the parties will meet to discuss IT and software issues, as it relates to productivity and the provision of quality patient care. The Union will be represented by one Union appointee from VNA of Englewood and one from EVVNA who will be released from patient care assignments to attend these meetings. Management representatives will consist of those empowered to address these issues which will include at least one information technology specialist who is assigned to streamlining the documentation system.